

**AGREEMENT**

**Between**

**FAIR LAWN BOARD OF EDUCATION**

**And**

**THE FAIR LAWN CUSTODIANS' ASSOCIATION**

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**July 1, 2005 – June 30, 2008**

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2008

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### **PREAMBLE**

This agreement is made and entered into on this 2nd day of April 2006, by and between the Board of Education of the School District of Fair Lawn, in the Borough of Fair Lawn, New Jersey, hereinafter referred to as the "Board" and the Fair Lawn Schools Custodians' Association, hereinafter called the "Association".

## ARTICLE I

### RECOGNITION

- A. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the classifications set forth below:

Matron  
Custodian  
Courier  
Utility Man - Secondary & District  
Day Relief Man - Elementary  
Bus Driver  
Maintenance Man  
Grounds man  
Assistant Head Custodian - Middle School  
Head Custodian - Elementary  
Skilled Mechanic  
Stock Room Purchasing Agent  
Assistant Head Custodian - Senior High School  
Head Custodian - Middle School  
Foreman of Grounds  
Head Custodian - Senior High School  
Heating Technician

- B. Unless otherwise indicated, references to male persons shall include female persons and references to female persons shall include male persons.

### ARTICLE II - NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor agreement of the 2005-2008 Agreement in accordance with Chapter 303, of the Public Laws of the State of New Jersey 1968, in a good faith effort to reach agreement of all matters concerning the terms and conditions of employment. All agreements so negotiated shall apply to all members of the unit described in Article I and be reduced to writing.
- B. Such meetings are to commence no later than November 1st of the calendar year proceeding the calendar year in which this Agreement expires.
- C. During Negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection during normal business hours all pertinent records, data and information of the Fair Lawn Public School District in the public domain, including information regarding additional State Aid.
- D. Neither party in any negotiations shall have any control over selection of the negotiating

representatives and resource persons of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations in order to develop the Agreement which both parties will then submit to the entire Board of Education and the Association membership respectively, for consideration.

- E. Pursuant to Chapter 303, proposed new rules or modifications of existing rules governing working conditions, shall be negotiated with the majority representative before they are established.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit so defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement as long as the Association is the majority representative of the unit described in Article I.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

### **ARTICLE III - GRIEVANCE PROCEDURE**

#### **A. DEFINITION**

- 1. A "Grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administrative decision affecting him.
- 2. A grievance to be considered under this procedure must be initiated by the employee by the completion and execution of the necessary forms within thirty (30) days of the time the employee knew or should reasonably have known of its occurrence. Failure to act within said thirty (30) days shall be deemed an abandonment of the grievance.
- 3. An "aggrieved employee" is the person or persons who have executed the necessary forms and filed the grievance.
- 4. A "party in interest" means an aggrieved employee, his/her immediate supervisor and/or any staff member in the chain of administration below the Superintendent or his/her designee.
- 5. The term "representative" shall constitute the person designated by the Association to represent the Association and/or the aggrieved employee at the grievance proceedings. Nothing herein shall prevent the aggrieved employee from representing himself. When an employee refuses representation by the Association, the Association shall have the right to be present and present its views at all stages of the grievance procedure.
- 6. The term grievance and these grievance procedures shall not apply to the following:
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  - a. To a case arising out of official action of the Board of Education except such action involving misinterpretation, misapplication or a violation of Board Policy, this

Agreement or an administrative decision affecting him.

- b. The failure or refusal of the Board to renew the contract of any non-tenure employee.
- c. Any case in which the employee is claiming tenure under the provisions of R.S. 18A: 17-3 where charges have been against such employee pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A: 6-10 et seq.

## B. PURPOSE

- 1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems relating to the employment which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

## C. PROCEDURE

### 1. Level One

Any employee who has a grievance shall discuss it first with his/her supervisor in an attempt to resolve the matter informally at that level.

### 2. Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he may set forth his/her grievance in writing to his/her supervisor on the grievance forms provided. The supervisor shall communicate his/her decision to the employee in writing, with specific reasons, within three (3) school days of receipt of the written grievance. If the supervisor determines that he lacks jurisdiction to resolve the grievance, he shall, promptly upon the filing of same, waive his/her right to render a decision and forward the written grievance to the Superintendent for his/her determination in accordance with the provisions hereinafter set forth.

### 3. Level Three

The employee, no later than ten (10) school days after receipt of the supervisor's decision may appeal the supervisor's decision to the Superintendent of Schools or his/her designee. The appeal to the Superintendent or his/her designee must be made in writing, reciting the matter submitted to the supervisor as specified above and his/her dissatisfaction with the decision previously rendered, furnishing the specific reasons for dissatisfaction. The Superintendent or his/her designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent or his/her designee shall communicate his/her decision in writing with the reasons to the aggrieved employee and the supervisor.

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### 4. Level Four

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level

Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or his/her designee, he may, within ten (10) school days after a decision by the Superintendent or his/her designee or fifteen (15) school days after the grievance was delivered to the Superintendent or his/her designee, whichever is sooner, request in writing that his/her grievance be forwarded to the Board of Education.

The Board of Education shall act on the grievance and shall inform the aggrieved employee and the Superintendent or his/her designee of the decision reached within twenty (20) school days of its receipt by the Board.

5. Level Five

- a. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Four, or if no decision has been rendered within twenty (20) school days following the receipt of the grievance by the Board of Education, he may, within five (5) school days after a decision by the Board of Education, or twenty (20) school days after receipt of the grievance by the Board, whichever is sooner, request in writing that the Association submit his/her grievance to binding arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) school days after the receipt of a request by the aggrieved employee. The Superintendent or his/her designee shall be so notified in writing.
- b. Within five (5) school days after such written notice of submission to binding arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association (AAA). The parties shall then be bound by the rules established by AAA in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the parties within ten (10) school days of his/her selection. He shall limit himself to the issue(s) presented to him, and shall be without authority to make any decision which requires the commission of an act prohibited by law.
- d. The arbitrator shall ask that all supportive evidence be placed before him. He shall issue a decision within thirty (30) school days of the last meeting with the parties. The arbitrator's decision shall be in writing and shall set forth his/her findings, reasoning and conclusions on the issue(s) submitted. Copies of the arbitrator's decision shall be issued to the aggrieved employee, the Association and the Board, and shall be binding on both parties.

#### D. COSTS FOR BINDING ARBITRATION

1. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid for by the party incurring same. The Association has the option to request that the Board provide a suitable facility or to request a neutral site for the grievance arbitration.

#### E. MISCELLANEOUS

1. If more than one employee files the same grievance, the Association may request, in writing addressed to the Superintendent or his/her designee, that the procedures set forth in Levels One and Two be waived and the matter presented de novo at Level Three and the grievance procedure continue as provided thereafter. The Superintendent or his/her designee must furnish an answer to the waiver request within five (5) school days. If the reply is in the negative, the employee will continue with these procedures commencing with Level One.
  2. With the exclusion of Level One, all decisions rendered shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
  3. No reprisals of any kind shall be taken by the Board, or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
  4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or his/her designee and the Association and given appropriate distribution so as to facilitate operations of the grievance procedure.
  5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.
  6. Any party in interest may request and be entitled to have a representative present at any meeting or hearing in which he is required to be present or furnish testimony or information relative to a grievance.
  7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, unless notice by either party due to illness, shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, unless notice by either party due to illness, shall be deemed to be acceptance of the decision rendered at that step.
  8. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
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9. Since it is important that grievances be processed as rapidly as possible, the number of days

indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

10. The grievance procedure shall proceed as set forth hereinabove notwithstanding that school is not in session due to summer vacation, in which event all references to "school days" shall mean "weekdays".

#### ARTICLE IV - EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board as defined in the unit in Article I, Recognition, shall have the right freely to organize, join and support the Association and its affiliates for purposes of engaging in collective negotiation concerning terms and conditions of employment. As a duly elected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States. It shall not discriminate against any employee by reasons of his/her membership in the Association and its affiliates.
- B. Nothing contained herein shall be so construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.
- C. The Board shall not discipline, reprimand, or reduce in rank or compensation any employee without just cause.
- D. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof, in a formal hearing concerning any matter which could adversely affect the continuation of that employee in his/her position or employment, or the salary or any increments pertaining thereto, he shall be given prior written notice of such formal hearing and shall be entitled to have a representative of the Association present to advise him and represent him during such formal hearing. A formal hearing is defined as one held pursuant to a written agenda and for which hearing a written notice specifying its date, time and place has been given.

Any suspension of an employee pending charges shall be without pay, provided the charges are filed against the employee within ten (10) school days, by mailing a certified copy of the complaint to the employee and the Association at the addresses on record in the Board offices.

- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. Under non-emergency conditions, an employee shall be given two weeks notice prior to a permanent change of work assignment from one building to another. In the case of a permanent change of work schedule, an employee shall be given notice one week in advance of the change of schedule. Emergency changes of assignment or schedule shall not be subject to the above restrictions.

- G. The Superintendent of Schools or his/her designee shall notify the Association of the name, address, salary and salary placement of each new employee within thirty (30) calendar days of the Board Resolution of hiring.

The Superintendent of Schools or his/her designee shall provide each new employee, within the first ten (10) days of employment, with all information necessary for employment in the District, including a copy of his/her or her relevant contract agreement and available health insurance information.

**ARTICLE V - ASSOCIATION DUES DEDUCTIONS AND AGENCY FEE**

- A. The Board agrees to deduct Association dues from the salary of members of the Fair Lawn Schools Custodians' Association as said Association member individually and voluntarily authorizes the Board to deduct. Said deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52: 14: 15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Fair Lawn Schools Custodians' Association by the 15th of each month following the monthly pay period in which deductions were made.

The Association treasurer shall disburse such monies to the appropriate association or associations. Authorizations shall be made in writing in the form set forth below:

\_\_\_\_\_ AUTHORIZATION \_\_\_\_\_

TO DEDUCT ASSOCIATION MEMBERSHIP

Name \_\_\_\_\_

Soc.Sec.No. \_\_\_\_\_

School Building \_\_\_\_\_

District \_\_\_\_\_

TO: Disbursing Officer, Fair Lawn Board of Education

I hereby request and authorize the above named disbursing office to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year, and for the succeeding school years. I understand that the disbursing officer will continue such deductions until I file a notice of withdrawal prior to July 1st or January 1st next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amounts due for that current school year. I hereby waive all rights and claim for such monies, so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

## B. Agency Fee

### 1. Purpose of Fee

Commencing July 1, 1998, if an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

### 2. Amount of Fee

#### a. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law. Prior to deduction by the Board of any membership fee for any membership year, the Association will supply evidence to the Board of the establishment and maintenance of a demand-and-return system.

#### b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five percent (85%) of that amount as the maximum presently allowed by law.

### 3. Deduction and Transmission of Fee

#### a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

#### b. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. ten (10) days after receipt of the aforesaid list by the Board; or
2. thirty (30) days after the employee begins his/her or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

c. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

d. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph a. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than (10) days after the Board received said notice.

4. Indemnification and Save Harmless Provision

Liability

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable attorneys' fees and other legal costs and expenses, which may arise by reason of any action taken or not taken by the Board in complying or attempting to comply with the provisions of this Article, provided that:

the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability; provided, however, that this condition shall not apply where there may be a conflict of interest between the Board and the Association which would necessitate separate representation. The Board and the Association will cooperate fully with each other in gathering evidence, securing witnesses and in all other aspects of said defense.

5. New Employees

The Board will advise the Association of the name of any unit employee hired after the beginning of the school academic year, within thirty (30) days of the date of the Board resolution approving such employment.

## ARTICLE VI - SALARIES

### A. Salary Schedule

1. The salary of each employee covered by this Agreement is set forth in Appendix A.
2. Longevity - All employees completing nine (9) years of employment shall be eligible for longevity payments. Employees with 10 to 12 years of employment service shall receive \$288 per year in addition to their salary on the Salary Guide, for each year of this Contract. Employees completing 12 years of employment service shall receive an additional \$150 per year at the beginning of their 13<sup>th</sup> year of service, for a maximum longevity payment of \$438 in addition to their salary on the Salary Guide, for each year of this Contract.

### B. Work Schedule

1. The regular work week shall consist of forty (40) hours. The regular work day shall consist of eight (8) working hours plus either one-half (1/2) hour or one (1) hour for lunch, or one (1) hour for dinner, depending upon the shift worked for a total of eight and one-half (8-1/2) or nine (9) hours per day.
2. All employees with the exception of three will be assigned to a five (5) day, forty (40) hour work week Monday through Friday (Work Schedule A). Three employees will be assigned to a five (5) day, forty (40) hour work week Tuesday through Saturday ((Work Schedule B (FLEX)). These three employees will be volunteers from the Association, but Administration reserves the right to assign from both tenured and non-tenured custodial staff. All Work Schedule B employees must hold a Fireman's License - Black Seal or Blue Seal.

### C. Withholding of Salary Increments or Adjustments:

Regular salary guide increments including adjustments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties. Annual evaluations and recommendations will be made jointly by the Principal and the Head Custodian to the Supervisor of Buildings and Grounds, who will also make an evaluation and recommendation to the Business Administrator. Recommendations to the Board through the Superintendent shall be made by the Business Administrator concerning the withholding of increments or adjustments. The employee will be notified, in writing concerning the withholding of increments or adjustments prior to the public action by the Board.

### D. Semi Annual Review of Withheld Increments or Salary Adjustments:

After December 31st another evaluation and reconsideration of the withheld increment or salary adjustment may be made and restoration may take place effective January 1st.

### E. Overtime:

1. Overtime work will be offered first to employees of the building where the overtime work is to take place. All overtime shall rotate among all qualified staff members.

2. The sixth (6) day worked in either work Schedules A or B above will be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate. The seventh (7) day worked will be compensated at the rate of two (2) times the regular hourly rate. Day one (1) for Work Schedule A is Monday. Day one (1) for Work Schedule B is Tuesday.

F. Tenure Increments

A double increment will be granted to each employee, and is included in this salary schedule, when appointed to their fourth full year contract. Tenure increments will become effective at the beginning of each school year, September 1st for 10 month employees and July 1st for 12 month employees.

G. Differentials

1. Effective July 1, 2006, Custodians working the 12:00 Noon to 9:00 P.M. shift shall receive an additional \$.40 per hour; custodians working the 3:00 P.M. to 12:00 Midnight shift shall receive an additional \$.60 per hour. Effective July 1, 2007, Custodians working the 12:00 Noon to 9:00 P.M. shift shall receive an additional \$.50 per hour; custodians working the 3:00 P.M. to 12:00 Midnight shift shall receive an additional \$.70 per hour. Hours worked on days when an entire day of school is canceled by the Superintendent due to inclement weather shall be deemed to be hours worked on the 3:00 P.M. to 12:00 Midnight shift.
2. Effective July 1, 2006, employees assigned to Work Schedule B Tuesday through Saturday will receive a differential of \$1,000.00 per year. Work Schedule B employees working on Saturday may be assigned to any school building whenever the Administration deems such coverage to be needed.

H. Promotions

Any employee on this schedule who is promoted to a higher category shall immediately receive a salary adjustment equal to the difference between the minimum salaries of the two categories involved. If this salary falls between steps, the salary shall be adjusted to the next higher step.

I. Work Outside of Regular Shift

1. Any employee called to return to work outside his/her regularly scheduled shift on account of an emergency condition in the building, shall be compensated for the actual time worked, but not less than two (2) hours, as indicated on his/her time card, plus one (1) hour for travel to and from the job. In calculating the payment for actual time worked, the employee shall be paid one (1) hour's pay for working any part of the first hour, at the prevailing rate.
2. Any employee called back to work on the employee's vacation day, will receive the double time rate which means the regular rate and two times such rate.

J. Fill in For Head Custodian

Any employee who fills in for the Head Custodian for one (1) day or more, is to be compensated in salary as a Head Custodian for the duration of the time he fills in as Head Custodian.

K. The following procedure shall be used in the assignment of overtime in an equitable and fair manner among all eligible employees

1. The Supervisor of Buildings and Grounds, or Assistant Supervisor of Buildings and Grounds, shall keep a current record of offered and assigned overtime and post an eligibility list for overtime in every location. Each location's eligibility list shall be open to all members of the Custodian's Association assigned to that location first. The list shall be organized and posted so that all personnel can assess their overtime eligibility status. In addition to the location's eligibility list, a master eligibility list shall be prepared which will contain the names of all members of the department listed in order. The master eligibility list will be available in the office of the Supervisor of Building & Grounds.
2. The Supervisor of Buildings & Grounds, or Assistant Supervisor of Buildings and Grounds, will assign overtime to building based and non-building based personnel from the eligibility lists based on the following criteria:
  - a. Overtime assignments from each location's eligibility list will be offered in order. In the event that no employee within the location is available to accept an overtime assignment, the Supervisor of Buildings & Grounds, or Assistant Supervisor of Buildings and Grounds, will make the offer to the employee next in line on the master eligibility list. These offers will be made based on previously accrued hours. The recorded hours will include both accepted and rejected overtime.
  - b. If an employee is unable to accept an offer of overtime because the overtime is scheduled during his/her regular work shift or he/she is on vacation, his/her eligibility on the list shall be retained and he/she shall be offered the next available overtime assignment.
  - c. Employees may work an overtime assignment immediately preceding or following their regular work shift.
  - d. Offers of overtime will generally be made in advance of the overtime work period and will allow the Supervisor of Buildings & Grounds, or Assistant Supervisor of Buildings and Grounds, to contact the eligible employee. The Supervisor or Assistant Supervisor should attempt to contact the eligible employee twice; however, if a time constraint exists, only one contact attempt is required. No attempt shall be made to contact an employee for overtime while he/she is on vacation (including the weekends before and after the vacation period) unless an emergency condition exists.
  - e. The eligibility list shall be strictly followed for the assignment of overtime unless the assignment requires specialized training or licensing (i.e., pesticide license, snow plow operations, etc.). The Supervisor or Assistant Supervisor reserves the right to offer specialized overtime assignments only to qualified personnel. These specialized offered assignments, however, shall be recorded on the overtime records of the offered employees.
  - f. The designated person in each location shall keep record of each overtime assignment with respect to the employee taking the assignment and the nature of the assignment. This record shall be submitted to the Supervisor of Buildings & Grounds bi-monthly. The Supervisor of Buildings & Grounds shall, in turn, submit a district-wide record of overtime to the Business Administrator and the Association President monthly.

## **ARTICLE VII - FEE PAYMENTS**

- A. Head Custodians and Assistant Head Custodians must have a Fireman's License - Black Seal or Blue Seal. New custodians must obtain a fireman's license within one (1) year of appointment. If scheduling of the license examination or other occurrence results in a valid reason to claim a delay or impediment to the obtaining of a license within one (1) year, the Association may request an extension of time, not to exceed an additional one (1) year.
- B. The Board of Education shall pay for the initial and renewal fees for:
- (1) Fireman's License - Black seal and Blue Seal
  - (2) Boiler Course Tuition (Retroactive to July 1, 1978)
  - (3) CDL testing and Criminal History check renewal fees.
  - (4) All job related drug testing and as required by law.
  - (5) Pesticides License for grounds people.

## **ARTICLE VIII - PROMOTIONS AND TRANSFERS**

- A. When a new position is established, or a vacancy occurs in an existing position established on the Salary Schedule, notice of the vacancy will be posted in all buildings.

When a vacancy occurs in a position which is not covered on the Salary Schedule, a reasonable attempt shall be made to individually notify all personnel in the area of vocational interest, and they shall be given an opportunity to indicate whether or not they are interested in this position.

- B. All qualified employees shall be given adequate opportunity to make application for vacant positions and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to qualifications, including but not limited to experience, technical skills and the physical ability of the employee to perform the job requirement.
- C. Seniority will be considered in the event of two or more employees possessing equal qualifications.
- D. Exceptions to this article may be made by decision of the Board of Education. Such exceptions shall be noted in writing to the Association President that the Board is contemplating such action.

## **ARTICLE IX - EMPLOYEE EVALUATIONS**

- A. All monitoring or observation of the work performance of an employee shall be conducted openly. The employee shall be notified of the day and time that he/she was monitored or observed in the employee's evaluation.

Evaluations of employees assigned to school buildings shall be made jointly by the Principal and the Head Custodian of that building. Evaluations of Head Custodians shall be made jointly by the Principal and the Supervisor of Buildings and Grounds. The Supervisor of Buildings and Grounds shall make evaluations of employees not assigned to school buildings. Non-tenured employees will be evaluated in October, January and March. Tenured employees will be evaluated in November and March. All completed evaluations shall be submitted to the Business Administrator by the 30<sup>th</sup> day of the month following the month in which the evaluation is made. The March evaluation shall constitute the written annual evaluation summary.

All employees will be provided with a minimum of one (1) written evaluation per year by April 30 of the year. Said written evaluation shall be based upon at least two (2) monitoring periods or observations on separate days.

- B. All written evaluations shall become a part of the employee's permanent record. Therefore, all employees shall be permitted to review written evaluations and have a conference with the evaluator before the evaluation is forwarded to the Business Administrator.
- C. A copy of the written evaluation shall be presented to the employee within ten (10) working days after its completion. Each employee shall have the right to respond in writing to any part of the evaluation within five (5) working days of its receipt by the employee and said response shall be made a part of the permanent record of the employee.
- D. The employee and the evaluator, Principal or Supervisor of Buildings and Grounds, shall have a conference following the submission of the evaluation to the employee. The conference shall occur within ten (10) working days of the receipt of the evaluation by the employee. The employee shall have the right to waive review of the written evaluation and the conference.
- E. The written annual evaluation summary is to be signed by both the evaluator and the evaluated employee within ten (10) working days of its receipt by the employee. If the employee refuses to sign the annual evaluation, the evaluation will still become part of his/her permanent personnel file.

#### **ARTICLE X - INSURANCE PROTECTION**

- A. The Board shall pay the full premium cost for New Jersey Blue Cross/Blue Shield Blue Card PPO plan insurance coverage for each employee in this unit and his/her dependents.
- B. Effective July 1, 2006, all new hires shall be enrolled in an employee/family Point of Service (POS) insurance plan. Employees will be able to move to the Traditional &/or Preferred Provider Option (PPO) plan upon tenure or completion of three years of service to the district. The same formula for the Board of Education shall apply.
- C. The Board shall pay the full premium cost of Major Medical Insurance coverage for each employee in this unit and his/her dependents.
- D. Each employee covered by Part B of Medicare, shall be reimbursed annually by the Board for the premium cost.
- E. 1. Effective July 1, 2005, the amount to be contributed by the Board shall be increased by a total of \$1,000.00 over the three years of this contract; with an increase of no more than \$300.00 in year one and \$350 for the remaining two years of this contract with an increase of no more than \$450. in any one year. The Board shall contribute this amount per employee toward the total premium cost of a Dental, Prescription, and Optical plan covering his/her dependents. Effective July 1, 2007, the total amount to be contributed by the Board shall not exceed \$4,135. Should the premiums for the 2006-2007 or 2007-2008 school years be less than required to keep the benefit levels at the 2005-2006 level, then the remaining money may be used to supplement the subsequent fiscal years, if necessary, to keep the plans at the 2005-2006 benefit levels. Through June 30, 2008, if all of the \$1,000 has not been used to supplement the ancillary benefit cost of subsequent fiscal years, the remaining money will revert back to the Fair Lawn Board of Education.

2. The employee shall have the option to allocate a portion of the premium to be paid by the Board under Article X. E.1 toward the purchase of a Long Term Disability Plan.

- F. Waive of Insurance Coverage - Effective July 1, 2006, all employees will have the option to waive all insurance coverage, including Dental, Prescription, Optical and LTD, and receive payments as follows:

<u>Eligible for:</u>	<u>Waiving/opting:</u>	<u>Incentive:</u>
Single	waiving all	\$2,000
Husband/wife	waiving all	\$5,000
Husband/wife	opting single	\$2,000
Family	waiving all	\$6,000
Family	opting single	\$2,000
Parent/child	waiving all	\$2,000
Parent/child	opting single	\$1,000

Employees waiving coverage must show proof of alternate health coverage. Employees who voluntarily act under this provision shall be reimbursed for COBRA coverage in the event same becomes necessary until the next open enrollment period. The Board shall be entitled to off-set any COBRA reimbursement against "opt-out" payments received for a period for which COBRA reimbursement is made. Payments shall be made one half in December and one half in June of each year.

The Board shall establish a plan pursuant to Section 125 of the Internal Revenue code (26 U.S.C. 125) for payment by the employee of the medical insurance premium cost and any other qualifying costs in the minimum amount permitted by law. However, the Board's obligation to establish and/or continue said plan is expressly conditioned on the continuation of the benefits set forth in this Article. If the paragraphs are deemed unenforceable by a court of competent jurisdiction, or they are eliminated by negotiations or otherwise by the parties to this agreement, then the Board's obligation to continue and/or maintain the Section 125 Plan shall cease. The Board will extend the period of enrollment for plans pursuant to Section 125.

#### ARTICLE XI - VACATIONS & HOLIDAYS

- A. Each employee in the negotiating unit covered by this agreement shall be entitled to the following vacation with pay, to be taken subsequent to June 30, 2005 for the first year, June 30, 2006 for the second year and June 30, 2007 for the third year, at the annual rate of pay such employees are receiving at the time such vacations were actually taken. Length of uninterrupted service is defined as: Length of uninterrupted service through June 30, 2005 for the 2005-06 Fiscal Year; through June 30, 2006 for the 2006-07 Fiscal Year; and June 30, 2007 for the 2007-08 Fiscal Year.

##### Length of Service

##### Vacation Time

One year or more, but less than six (6) years

2 weeks

Six (6) years or more, but less than  
Eleven (11) years

3 weeks

After eleven (11) years

One (1) day shall accrue for each year to a maximum of four (4) weeks after sixteen (16) years

- B. Matrons, if required, shall be employed during the period of September 1st through June 30th and shall be entitled to vacation days and conditions as listed in C below, with the exception of Independence Day.
- C. All employees on this salary schedule will be allowed seventeen (17) paid holidays per year. All employees will receive one (1) regular day's pay for any paid holiday under this contract which falls on a day which does not occur within the employee's Flex Week (Work Schedule B employees). Instead of a day's pay, the affected Work Schedule B employee may elect to take an alternate week day (Tuesday through Friday) as a compensatory holiday, subject to scheduling approval by the Business Administrator.
- If one of the aforesaid holidays occurs on a regular work day in the employee's regular work week, the employee will be entitled to that day off with pay. If called in to work on such a holiday, the employee will receive the regular hourly rate for the number of hours worked in addition to a regular day's pay for the holiday.
- D. The Business Administrator may assign employees to work up to five (5) days during the Christmas vacation period (with the exception of Christmas Day and New Years Day). The Business Administrator shall give preference to qualified volunteers prior to making any such assignments.
- E. No employee shall be required to work during a Christmas vacation period if the employee worked during the previous two Christmas vacation periods. Employees required to work during a Christmas vacation period shall receive pay at the rate of two (2) times their regular pay.
- F. The District shall distribute to the employees the School Calendar and School Holidays within ten (10) days of its adoption by the Board.

## ARTICLE XII - TEMPORARY LEAVES OF ABSENCE

#### A. Temporary Leaves of Absence with Pay

The Business Administrator shall grant to any regularly employed person emergency leave for the following reasons:

## 1. Death in the Family

- |    |  |                               |
|----|--|-------------------------------|
| a. | Immediate Family,<br>Husband or Wife,<br>Children, Mother or Father,<br>Sisters or Brothers  | Five (5) days per occurrence  |
| b. | Other family members<br>Mother-in-Law or Father-in-Law<br>Sisters-in-Law or Brothers-in-Law<br>Grandmother or Grandfather<br>Grandmother-in-Law or Grandfather-in-Law<br>Anyone living in the same domicile at the time of death | Three (3) days per occurrence |
| c. | Death of a relative not a member of the immediate<br>Family - One (1) day per occurrence   |                               |

2. Personal Business Days/Illness in Family - Three (3) days

- a. (1) Personal business days shall be used for those things which cannot be done by the employee during other than normal work hours.
    - (2) The Business Administrator or his/her designee reserves the right to require verification of same in order to insure proper and intended use of this provision.
  - b. Personal business days may be used by the employee for the reasons of illness in the immediate family.
  - c. All such days under this section not utilized during the course of the school year shall accrue as additional sick days and thereby result in each ten (10) month employee being permitted to accrue a maximum of thirteen (13) unused sick days derived from the three (3) days permitted under this section and the ten (10) days otherwise permitted and result in each twelve (12) month employee being permitted to accrue a maximum of fifteen (15) days derived from the three (3) days permitted under this section and the twelve (12) days otherwise permitted.
  - d. In addition to such accrual as to sick leave, all personal business days under this section shall accrue as accumulated terminal leave days referred to in Article XIII "Terminal Leave Remuneration Plan" to the maximum limit of three (3) days per employee per year.
  - e. The accumulation referred to in the preceding subsection 2, c shall not apply with respect to days attributable to school years which began before July 1, 1987.
3. When calculating salary less substitute pay for employees who have used all of their sick days, the amount to be deducted is the cost or estimated cost of a substitute whether or not the substitute is used.

B. Temporary Leave of Absence without Pay

Requests for absence not within the limitations or policies 2a through 2d above may be approved without pay by the Superintendent of Schools for a maximum of three (3) days per employee per year.

- C. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. An employee shall be paid his regular pay, in addition to any pay which he received from the State or Federal Government.
- D. Other leaves of absence with or without pay may be granted by the Board upon recommendation of the Superintendent of Schools.
- E. Leaves taken pursuant to Section I above shall be in addition to any sick leave to which the employee is entitled.
- F. All employees may apply for a leave of absence and may also apply for extensions of leaves of absence which are to be given at the discretion of the Board of Education and upon return from a leave of absence employee will be given the same seniority that he or she had at the time that the leave of absence became effective.

### ARTICLE XIII - TERMINAL LEAVE REMUNERATION PROGRAM

- A. In order to qualify for terminal leave, employees shall be required to submit their letters of intent at least ninety (90) days prior to the date of retirement.
- B. Upon voluntary termination of employment of a covered employee, age 55 or over, who has been continuously employed by the Fair Lawn Board of Education for at least ten (10) years, a terminal leave shall be made equal to the employee's number of accumulated terminal leave days, multiplied by a daily accumulation rate with maximum payments according to the following schedule:

<u>CONTRACT</u> <u>YEARS</u>	<u>ACCUMULATION</u> <u>RATE</u>	<u>MAXIMUM</u>
2005-2008	\$70 per day	\$7,000

- C. The accumulated terminal leave days shall be 100% of the unused regular sick days plus the applicable unused personal business days as provided in Article XII, Section B. Accumulation of the unused personal business days shall begin on July 1, 1987. Accumulation of the leave of absence days described in Article XII, Section B shall begin with the year of employment or the year beginning July 1, 1987, whichever is later.
- D. All employees covered by this agreement are eligible to participate in this program. Employees employed for less than a full year shall accumulate a pro-rated share of terminal leave days.
- E. Payment shall be made according to the option selected by the employee. The options available are:
1. Lump sum payment September of the school year following termination of employment.
  2. Lump sum payment January of the calendar year following termination of employment.
  3. Lump sum payment to be added to his/her 403B or 457 plans.
- F. In the event of death of an employee who meets all other requirements prior to receiving benefits, his or her estate shall receive all benefits to which the employee would be entitled under the provision of this Article. This provision shall be retroactive to July 1, 1981.

### ARTICLE XIV - BUILDING CHECKS ON WEEKENDS AND DAYS WHEN SCHOOL IS NOT IN SESSION

- A. Building checks will be conducted at the discretion of the administration and may be assigned to the Work Schedule B employee or the head custodian. When the head custodian is unavailable, he may assign another member of his staff to carry out this assignment provided he obtains prior consent of the Supervisor of Buildings and Grounds. The Supervisor of Buildings and Grounds shall not withhold his consent unless, in his judgment, there is a special need for the Head Custodian to conduct the building check on the day in question or there has been excessive number of such assignments in the building during the contract year.

The assigned substitute shall be compensated for one hour at the rate provided for in this agreement.

## ARTICLE XV - SAVING CLAUSE

- A. If any provision of this Agreement shall at any time be determined to be contrary to the law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of this agreement shall continue in effect.

## ARTICLE XVI - ATTENDANCE AT WORKSHOPS, CONFERENCES AND SEMINARS

- A. The Board recognizes that it shares responsibility with the Association for upgrading and updating performance and attitudes.
1. Lodgings and Travel: The Board shall provide for a maximum payment of \$200.00 per person for lodgings and mileage for Association members who are approved to attend workshops, conferences and seminars during the school year, within budgetary limits, upon recommendation of the Superintendent or his/her designee, and subject to the approval of the Board. Said approval shall be granted or denied within sixty (60) days of a request to attend.
  2. Tuition Reimbursement: The Board shall pay the cost of tuition for approved courses taken within the employee's area of service. Such tuition shall be within budgetary limits, must be recommended by the Superintendent or his/her designee, and be subject to Board approval. Approval of eligibility to take a course shall be granted or denied within sixty (60) days of a request. Tuition shall be paid as a reimbursement subject to the employee obtaining and documenting a passing grade of A or B or certificate of completion. Tuition reimbursement shall be paid within thirty (30) days of presentation by the employee of the required documentation.
- B. The Board and the Association shall cooperate in arranging in-service courses, workshops and programs designated to improve the quality of the work performed by the Board's employees. Employees shall not receive any additional compensation for participating in any such courses, workshops or programs.
- C. The number of employees attending a total of workshops, conferences and seminars, in any one month at Board expense, shall not exceed two. However, with consent of the Business Administrator, the number of attendees in any given month may surpass two.

ARTICLE XVII - DURATION

- A. The provisions of this Agreement shall be effective as of July 1, 2005 and shall remain in force until June 30, 2008, subject to the right of the Board and the Association to negotiate for a modification of this Agreement.

THE SCHOOL DISTRICT OF FAIR LAWN, NEW JERSEY

By Mary Monahan Wallace  
President, Board of Education

THE FAIR LAWN SCHOOLS CUSTODIANS'  
ASSOCIATION

By Antonio Arto  
President, FL Custodial Association

DATE 09-06-07.

ATTEST:

Mary Monahan Wallace  
Secretary-Board of Education

Giuseppe Soriano  
Secretary-Fair Lawn Schools Custodians' Association

**APPENDIX A**

**CUSTODIAL, MAINTENANCE, GROUNDS  
AND BUS DRIVER SALARY SCHEDULE  
2005-2006**

STEP	A	B	C	D	E	F	G	H	I
1	29,473	39,098	40,759	42,010	42,424	43,256	44,503	46,788	48,248
2	29,994	39,928	41,590	42,840	43,254	44,087	45,334	47,618	49,079
3	30,515	40,759	42,420	43,671	44,085	44,918	46,164	48,449	49,909
4	31,036	41,590	43,251	44,502	44,916	45,748	46,995	49,280	50,740
5	31,557	42,420	44,082	45,333	45,746	46,579	47,826	50,110	51,571
6	32,078	43,251	44,912	46,163	46,577	47,410	48,656	50,941	52,402
7	32,599	44,082	45,743	46,994	47,408	48,241	49,487	51,772	53,232
8	33,120	44,912	46,574	47,825	48,238	49,071	50,318	52,603	54,063
9	33,641	45,743	47,405	48,655	49,069	49,902	51,149	53,433	54,894

- A        Matron
- B        Custodian
- C        Utility Man, Day Relief (Elementary), Bus Driver, Maintenance, Grounds,  
Assistant Head Custodian - (Middle School), Courier
- D        Head Custodian Elementary
- E        Skilled Mechanic, Stock Room Purchasing Agent
- F        Assistant Head Custodian High School, Head Custodian Middle School
- G        Foreman Grounds, Skilled Mechanic-Electrician, Skilled Mechanic-Plumber
- H        Head Custodian - High School
- I        Heating Technician

**APPENDIX A**

**CUSTODIAL, MAINTENANCE, GROUNDS  
AND BUS DRIVER SALARY SCHEDULE  
2006-2007**

STEP	A	B	C	D	E	F	G	H	I
1	30,744	40,785	42,517	43,822	44,254	45,122	46,423	48,806	50,329
2	31,288	41,650	43,384	44,688	45,120	45,989	47,290	49,672	51,196
3	31,831	42,517	44,250	45,555	45,987	46,856	48,156	50,539	52,062
4	32,375	43,384	45,117	46,422	46,854	47,722	49,022	51,406	52,929
5	32,918	44,250	45,984	47,289	47,719	48,588	49,889	52,272	53,796
6	33,462	45,117	46,850	48,154	48,586	49,455	50,755	53,139	54,663
7	34,005	45,984	47,716	49,021	49,453	50,322	51,622	54,005	55,528
8	34,549	46,850	48,583	49,888	50,319	51,188	52,489	54,872	56,395
9	35,092	47,716	49,450	50,754	51,186	52,055	53,356	55,740	57,262

A Matron

B Custodian

C Utility Man, Day Relief (Elementary), Bus Driver, Maintenance, Grounds,  
Assistant Head Custodian - (Middle School), Courier

D Head Custodian Elementary

E Skilled Mechanic, Stock Room Purchasing Agent

F Assistant Head Custodian High School, Head Custodian Middle School

G Foreman Grounds, Skilled Mechanic-Electrician, Skilled Mechanic-Plumber

H Head Custodian - High School

I Heating Technician

**APPENDIX A**  
**CUSTODIAL, MAINTENANCE, GROUNDS**  
**AND BUS DRIVER SALARY SCHEDULE**

**2007-2008**

STEP	A	B	C	D	E	F	G	H	I
1	31,925	42,352	44,150	45,505	45,954	46,855	48,206	50,681	52,262
2	32,490	43,250	45,050	46,404	46,853	47,755	49,106	51,580	53,162
3	33,054	44,150	45,950	47,305	47,753	48,656	50,006	52,480	54,062
4	33,619	45,050	46,850	48,205	48,654	49,555	50,905	53,381	54,962
5	34,182	45,950	47,750	49,105	49,552	50,454	51,805	54,280	55,862
6	34,747	46,850	48,650	50,004	50,452	51,355	52,704	55,180	56,763
7	35,311	47,750	49,549	50,904	51,352	52,255	53,605	56,079	57,661
8	35,876	48,650	50,449	51,804	52,252	53,154	54,505	56,980	58,561
9	36,440	49,549	51,349	52,703	53,152	54,054	55,405	57,881	59,461

- A      Matron
- B      Custodian
- C      Utility Man, Day Relief (Elementary), Bus Driver, Maintenance, Grounds,  
Assistant Head Custodian - (Middle School), Courier
- D      Head Custodian Elementary
- E      Skilled Mechanic, Stock Room Purchasing Agent
- F      Assistant Head Custodian High School, Head Custodian Middle School
- G      Foreman Grounds,
- H      Head Custodian - High School, Skilled Mechanic-Electrician, Skilled Mechanic-Plumber
- I      Heating Technician